

[INSERT CITY LETTERHEAD]

June 17, 2008

Tim and Liesbet Bickett
CoreQuest Corporation
Contra Costa Adventure Boot Camp
[INSERT ADDRESS]

Re: Letter of Agreement for Use of Lafayette Plaza by CoreQuest Corporation and
Contra Costa Adventure Boot Camp

Dear Mr. and Mrs. Bickett:

This letter shall be the Letter of Agreement ("Agreement") between the City of Lafayette ("Lafayette") and CoreQuest Corporation and Contra Costa Adventure Boot Camp (collectively, "CoreQuest") regarding CoreQuest's use of Lafayette Plaza each Monday, Wednesday and Friday from 9 a.m. to 10 a.m. for exercise class. Attendees of the exercise class ("Participants") shall park on Golden Gate Way.

CoreQuest agrees to be conscious of, and accommodating to, other park users in its performance of this Agreement. CoreQuest acknowledges that its use of Lafayette Plaza may impact the efforts of Lafayette's maintenance personnel, and that if Lafayette needs to relocate or reschedule CoreQuest's use of Lafayette Plaza for maintenance or other City-related purposes, Lafayette shall provide CoreQuest as much notice as possible.

CoreQuest shall operate at all times under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. CoreQuest represents that it, its employees, subcontractors and agents have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to conduct the exercise classes for which it will be using Lafayette Plaza and that such licenses and approvals shall be maintained throughout the term of this Agreement.

As a condition of CoreQuest's use of Lafayette Plaza, CoreQuest shall provide, at its sole expense certificates of insurance and original endorsement affecting the coverage more specifically required in sections (A)(1)-(4) below at least 30 days prior to CoreQuest's first use of Lafayette Plaza. Each endorsement shall be subject to approval by Lafayette. The certificates and endorsements are to be on ISO-approved forms. Lafayette will not accept a Certificate of Insurance alone as proof of insurance coverage.

A. Proof of insurance comprised of certificates of insurance and original endorsements of comprehensive general liability insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage written by one

or more responsible insurance companies licensed to do business in California. This coverage must:

1. Name the City of Lafayette, its officials, officers, directors, employees, agents and volunteers as additional insureds against liability for injury to persons, damage to property, and for the death of a person or persons arising or resulting from any act or omission on the part of CoreQuest, its employees, subcontractors or agents.
2. Include liability coverage for claims made by Participants. You are advised that any and all exclusions pertaining to athletic or recreational events must be disclosed in the endorsement and failure to do so will not necessarily insulate CoreQuest from individual liability for claims made as a result of the use of the facilities and your event.
3. Be primary insurance with respect to the additional insureds named above. Any other insurance available to the City of Lafayette, its officials, officers, directors, employees, agents and volunteers shall be excess and noncontributing.
4. Identify any deductible or self-insured retentions, for Lafayette's approval. In the event the deductible is deemed to be too great, Lafayette may require you to have your insurer eliminate the deductible or reduce it.

CoreQuest shall defend, indemnify and hold Lafayette free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, and injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or connected to CoreQuest's use of Lafayette Plaza except from liabilities arising from the active negligence, the sole negligence or the willful misconduct of Lafayette, including, without limitation, the payment of all consequential damages, attorneys' fees and other related costs and expenses.

In addition, CoreQuest shall revise any form "waiver of liability," "release," or "hold harmless" document that Participants sign to release, discharge and hold harmless CoreQuest from all liability, claims, demands, causes of action, costs, expenses liabilities, damages and injuries in any manner arising out of or connected to Participants participation in CoreQuests's exercise class or program, to include Lafayette as an additional releasee. CoreQuest shall provide a copy of the waiver it proposes to use to Lafayette for its approval at least two (2) weeks prior to commencing its use of Lafayette Plaza. If CoreQuest does not currently use such a form, it shall create one and provide it for Lafayette's review as set forth above.

This Agreement shall be binding upon CoreQuest's successors, heirs and legal assigns. CoreQuest warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind CoreQuest hereto.

Tim and Liesbet Bickett
CoreQuest Corporation
Contra Costa Adventure Boot Camp
June 17, 2008
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The Term of this Agreement shall be one (1) year. Upon the expiration of the one (1) year Term, Parties shall review this Agreement to determine whether to extend it and/or modify its provisions.

By signing and dating this Agreement where indicated below, CoreQuest shall be bound by its terms. A fully executed copy of this Letter of Agreement will be returned to you for your records.

CITY OF LAFAYETTE

Approved by:

By: _____ Date: _____
Steven Falk
City Manager

**COREQUEST CORPORATION AND CONTRA COSTA ADVENTURE
BOOT CAMP**

Approved by:

By: _____ Date: _____
Liesbet Bickett
_____(Insert Title)

By: _____ Date: _____
Tim Bickett
_____(Insert Title)

Hi Liesbet: Thank you for the e-mail update. Please forward a copy of the letter you sent to the area business and the information Walnut Creek requires for insurance purposes. We have this item on the June 23, 2008 council agenda.

Joanne Robbins
City Clerk
City of Lafayette
925-284-1968

From: Contact Us [mailto:contact@contracostabootcamp.com]
Sent: Monday, June 16, 2008 12:47 PM
To: Robbins, Joanne
Subject: Exercise Class in Lafayette Plaza

Hi Joanne,

I went to the council meeting last Monday and was asked to contact the business in the Plaza area to get feed back from them or let them give the city feed back about the potential class in the Plaza park. I have attached a letter that I sent out last week to the business in the Lafayette Plaza area. I will be checking in with them this week. I am not sure if there is anything else the city needs from me right now. I know that they want to make sure they are listed on my insurance. If you would like me to send a copy to you of how the City of Walnut Creek has asked to be listed I can do that.

I think the City Council put the decision off two weeks pending further research.

I will let you know what feed back I get from the businesses. Please let me know if there is anything else I should do or anyone else I should contact, and any idea of time frame that you have (like is it scheduled for the next council meeting?)

Thank you.

Liesbet Bickett
Contra Costa Adventure Boot Camp
925-457-4587
510-393-7588 (cell)

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Leisa Mock
CoreQuest Corporation
Contra Costa Adventure Boot Camps
www.contracostabootcamp.com
925.457.4587

ADVENTURE BOOT CAMP

Hello,

My name is Liesbet Bickett. My husband, Tim Hill, and I run outdoor exercise classes for adults in the area. The City of Lafayette may allow us to use the Lafayette Plaza for a small exercise class (10-15 participants) in the mornings (9-10am) a few days a week. I would like the chance to talk to you about how you feel about this and if you have any concerns for your business. I believe our class will have a positive effect on all the business in the area, bringing people into the area that may not normally be there at that time, promoting the health of our community, and supporting the image of Lafayette as being a great city and community for people to live in.

One concern the City has is parking, especially in the small area between the theater and Squirrels. We have agreed to ask our participants not to park in that area. It is very important that anything we do will be an asset to the community and to the businesses in the area. We will work with you as a business to ensure that that is the case. Our customers are great customers. They are typically moms from the area. I am hoping that I can promote the local business to our class, and will be open to any promotions you would like to offer our participants.

Please call or e-mail me if you have any questions. I will call or stop by your business to follow up and answer any questions you have. I also invite you to contact the City with any feedback you have.

Liesbet Bickett
Contra Costa Adventure Boot
510-393-7588
liesbet@bickett.net

ADVENTURE BOOT CAMP

Shell Station Lafayette

3255 Stanley Blvd
Lafayette, CA 94549

Wayside Inn Thift Store

3521 Plaza Way, Lafayette, CA 94549

Tina Hair

3511 Plaza Way, Lafayette, CA 94549

A Man's Choice Barber

3533 Plaza Way

The Stuart Company

925-284-1115

Cleaning and Alterations

3539 Plaza Way

Fresko Realty

3541 Plaza Way

Squirrels

998 Moraga Rd, Lafayette

Lafayette Pet Shoppe

3517 Mt. Diablo Blvd. Lafayette CA

West America

3515 Mt. Diablo Boulevard

Hamlin Cleaners

3512 Golden Gate Way, Lafayette

Contra Costa Adventure Boot Camp
www.ContraCostaBootCamp.com

18 Garron Court, Walnut Creek, CA 94596
925-457-4587

ACORD^{TM.}**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
05/20/2008PRODUCER Phone: (800) 395-8075 Fax: (858) 519-0822
FITNESS AND WELLNESS
380 STEVENS AVENUE, SUITE 206
SOLANA BEACH CA 92075THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: 0377645

INSURED

COREQUEST CORP. DBA CONTRA COSTA ADVENTURE
C/O TIM HILL
18 GARRON CT.
WALNUT CREEK CA 94596INSURER A: **Philadelphia Indemnity Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK284105	05/15/08	05/15/09	EACH OCCURRENCE	\$ 1,000,000
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	☐	CLAIMS MADE ☒ OCCUR				MED. EXP (Any one person)	\$ 2,500
	☐					PERSONAL & ADV INJURY	\$ 1,000,000
	☐					GENERAL AGGREGATE	\$ 3,000,000
	☐					PRODUCTS-COMP/OP AGG.	\$ 3,000,000
	☒	GEN'L AGGREGATE LIMIT APPLIES PER:					
☒	POLICY	☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
		☐					\$
		☐ DEDUCTIBLE					\$
		☐ RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

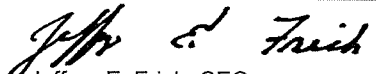
It is understood and agreed that The City of Walnut Creek, it's officials, officers, directors, employees, agents, and volunteers are added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.

CERTIFICATE HOLDER**CANCELLATION****The City of Walnut Creek**
1666 North Main Street
Walnut Creek CA 94596

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention:


Jeffrey E. Frick, CEO

Robbins, Joanne

From: Liesbet Bickett [liesbet@contracostabootcamp.com]
Sent: Thursday, June 26, 2008 7:18 PM
To: Robbins, Joanne
Subject: FW: Lafayette concerns

Liesbet Bickett
CoreQuest Corporation
Contra Costa Adventure Boot Camp
www.ContraCostaBootCamp.com
925-457-4587
510-383-7588 (cell)

"Strength comes not from physical capacity. It comes from indomitable will"
Mahatma Gandhi

From: JORGE QUINTERO [mailto:lafayettepet@sbcglobal.net]
Sent: Thursday, June 26, 2008 6:03 PM
To: liesbet@bickett.net
Subject: Lafayette concerns

Liesbet,

Hi, I received your letter here at Lafayette Pet Shoppe. My observations are that between 8:30 am and 10:30 am there are plenty of metered parking spaces available on Golden Gate Way. Our concern is that participants do not park in our very limited number of unmetered spaces, which are designated for tenants and shoppers of our Plaza Park Bldg. WHILE shopping at our businesses.

Feel free to visit us or contact me if you have any questions.

Carolyn Green, Manager
Lafayette Pet Shoppe
925 284-5212



THE STUART COMPANY

1007 Oak Hill Road • Lafayette, California 94549-3812
Phone (925) 284-1115 • Fax (925) 284-1131

Mayor & Lafayette City Council Members

RE: Council Meeting Agenda Item 11C
"Core Quest" Use Application

On behalf of those parties who potentially could be affected, we respectfully request that this Item be withdrawn from the Consent Calendar, this evening, for a more adequate review.

As of the date and time of this memo, essentially all neighboring parties, it appears, fall into one or more of the following categories:

1. No notice/letter received;
2. Posted letter received late;
3. No known Applicant contact has been made with any business owner or property owner, as had been expressed and contemplated.

The above request is an important courtesy, and shall be appreciated.

We ask a rhetorical question:

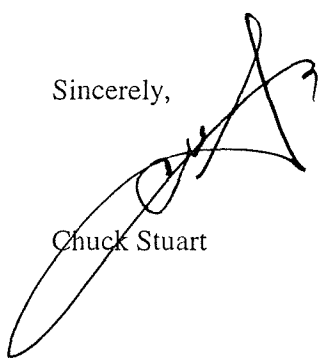
What is the rationale for our City, to become involved with this proposed Business District use?

This proposal permits a highly profitable, out of town business enterprise to locate in the heart of Lafayette's business district without rent, without providing parking, to compete for critical street parking for its employees and customers, at the expense of long-established Lafayette merchants. (In fact, several promotional statements published by Adventure Boot Camp; for its operators, state --

- "There is no need for renting, buying, or leasing expensive business property."
- "Earn beyond \$500 an hour".

Please refer to attachment.

Sincerely,



Chuck Stuart

June 23, 2008
3 p.m.

P.S. Several early written responses are attached:
Richard Poy, Squirrels
Tony Trahan, The Lafayette Music Center

Also attached, part of Adventure Boot Camp philosophy

ADVENTURE BOOT CAMP PROGRAM

OTHER FITNESS BUSINESS PROGRAMS

- The Adventure Boot Camp Certification program is unique and offers unprecedented support, training and mentoring. Not a franchise. No ongoing fees!
- Certification program is unique and offers complete support, training and mentoring. Lifetime certification. Accredited by NESTA and approved by ISSA (International Sports Science Association).

- Earn a certification and then pay hefty CEC fees to maintain it.

- Starting a personal training studio requires from \$25,000 - \$100,00. After that, you may have franchise fees.



- No need for renting, buying, or leasing expensive office or retail space. You do not need to own land.

- Do you want to spend \$25,000 - \$100,000?

- Guidance for 1 year by an industry leader. Nobody else in the world can make the verifiable claims of our graduates success. No other fitness boot camp system even comes close.

- Likely not guided by an industry leader!

- Quite simply, this is the only program of its kind in the world - PERIOD!

- How many "regular" personal trainers are in your area?



- Leverage your time and multiply your income. Earn beyond \$500/hr

- How many "regular" personal trainers are in your area?

- Includes training, licensing, coaching, mentoring, manuals, and start-up material information and consulting.

- Earn only as much as there are hours in the day.

So, are you ready to join the adventure? Contact us now!

IMPORTANT: Those who live in Orange County, CA, operate a fitness camp in Orange County, or plan on opening a fitness camp of any type in Orange County, CA are NOT eligible for this program.

Here are some FACTS to help you:

1. Adventure Boot Camp is the **largest fitness boot camp** program in the world. PERIOD!
2. On average, Adventure Boot Camp owners/instructors make more money than any another other fitness boot camp program offered.
3. Adventure Boot Camp was developed by **Dr. John Spencer Ellis**, the pioneer of fitness boot camps.
4. Adventure Boot Camp **does not** require ongoing licensing fees like other programs.
5. Nobody, and we mean **NOBODY**, can back up the claims we make about our **graduate's success**. Go ahead, ask around, email, make calls, and then do the same for our imitators. There is no comparison.
6. We do find it flattering when people try to imitate Adventure Boot Camp, the leading program in the world. However, we are offended by the blatant lack of originality of others.
7. Only Adventure Boot Camp is solidly backed by a leading certifying body

Regarding the Contra Costa Adventure Boot Camp:

Even with three vacancies (A-1 Photo, Toy Store, Theater) the parking in the area is still strained. There are 10-15 participants resulting in 15 extra vehicles in the area, with one hour plus duration, and a few days a week. This worries me about the cumulative and reoccurring effect to my business.

Displacing the parking by "reserving" spaces on Plaza Way. Twice this week from 6 – 10 a.m. on Tuesday and 6-11 a.m. on Wednesday. Spaces were blocked off to fix cut phone lines. Our customers were forced to use other spaces – if available.

Participants do not need to park in those spaces themselves, they may just displace other vehicles into them.

There are few "ideal" days in the year where some spaces may be accommodated, but any little SANFU and the local merchants will be hurt.

Richard Poy
Squirrels Coffee Shop

Regarding Contra Costa Adventure Boot Camp
Even with 3 vacancies (A-1, Toy store, theater)
parking in the area is still strained.

10-15 participants - possibly 15 extra vehicles?
+
9-10 - One hour + duration?
+
a few days a week - worries me about the
negative - cumulative ^{+ recurring} effect to
my business

Displacing the parking by "reserving" spaces
~~but~~ on plaza way

Twice this week (6-10 Tuesday) these
(6-11 Wednesday)

Spaces were blocked off to fix cut phone
lines. Our customers were forced to use
other spaces - if available.

✓ Participants do not need to park in those
spaces themselves, they may just displace other
vehicles into them.

~~off my mind~~ There are few "ideal" days
in the year where some spaces may be
accommodated, but any little snafu and
the local merchants will be hurt.



The Lafayette Music Center

An enjoyably creative music learning experience

June 18, 2008

To the Lafayette City Council

Dear Sirs and Madams.

My name is Tony Trahan. I own the Lafayette Music Center at 3534 Golden Gate Way in downtown Lafayette.

I am responding to news I recently received indirectly. Apparently a letter has been circulating to various business owners in our area. I did not receive one, nor have I been contacted personally.

However, I now know the details of the letter.

First, I would state that I would be directly affected by the short-term parking issue. One can easily say their customers would be asked not to park there. You and I know that this cannot be enforced, but certainly abused.

Second, for me, there is the issue of this proposed venture. I pay rent here. I am in my 9th year running the Lafayette Music Center. My residency helps many people involved, including the city. This proposed venture does not state the days or hours that business will be conducted. It appears no rent will be paid, meaning no communal residency will be paid to help the community. This sounds like a lot of reaping benefits without payment for any of the community to benefit. And there will be undue inconvenience to the immediate businesses who depend on short-term parking.

My conclusion is that this venture is not good for my business, nor can I see my fellow business owners faring any better. I cannot see any significant benefit to the City of Lafayette either.

With the recent explosive expansion in Lafayette, parking is becoming more a premium every day. I and my fellow business owners should not, and will not tolerate any intrusive inconvenience into the short-term parking on which we depend, and which directly affects our business.

I am registering a resounding "NO" to this proposed venture.

Sincerely,


Tony Trahan -Owner
Lafayette Music Center